

AN ORDINANCE approving Contract for Garbage Service - Northern Zone, Zone 4, between Waste Management of Fort Wayne and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.


NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Garbage Service by and between Waste Management of Fort Wayne and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

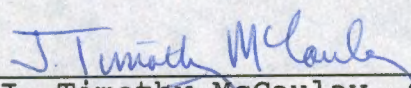
the contract for Garbage Service- Northern Zone, Zone 4;

the Contract price is Nine Hundred Forty-Two Thousand Ninety-Six and 48/100 Dollars (\$942,096.48), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

CONTRACT

CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, Made the 9th day of June
by and between Waste Management of Fort Wayne
whose address is 2220 Bremer Road
hereinafter called "Contractor", and the City of Fort Wayne,
Allen County, Indiana, a Municipal Corporation, acting by and
through its Board of Public Works and Safety hereinafter called
the "Owner",

WITNESSETH, that the Contractor and the Owner for the
consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything
required to be performed and shall provide and furnish at its
sole cost and expense all the labor, tools, materials, expendable
equipment, transportation services, bonds and insurance required
to perform and to complete in a workman-like manner all the work
required for the disposal of solid waste including garbage,
rubbish and household rubbish as specified in the Propositions
listed in Article II, identified in these contractual documents
as Contract No. _____ all in strict accordance
with the specifications and other contractual documents above
mentioned which are hereby made a part of this contract; and the
Contractor shall do everything required by this contract and the
other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the
performance of the aforementioned work as set out in Article I,
as bid by successful bidder as follows:

PROPOSITION NO. 1
ZONE 4
(Annual Amount)

\$ 942,096.48

PROPOSITION NO. 2
ZONE 4
(Per Month, Per Unit)

\$ 4.28

PROPOSITION NO. 3
ZONE 4
(Per Month, Per Unit)

\$ 4.60

ARTICLE III, PAYMENTS TO CONTRACTOR

Proposition I:

No later than the thirtieth of the first month of the year of the contract and on each succeeding thirtieth day of each calendar month following, the Owner will make 1/12 payment for solid waste collection and disposal as specified. At the discretion of the Contractor, 1/24 payments may be made on the fifteenth and thirtieth of each month.

Proposition II:

The Contractor shall report to the Board of Public Works and Safety at the end of each quarter (March 31st, June 30th, September 30th and December 31st or thereabouts). This report will identify the number of units by individual address served under Proposition II, and, if applicable, the number of units by address of all multi-family units under Proposition III electing "single family type" service. Those units under Proposition III must be identified for number of weeks in quarter served. This report establishes the total number of units contractor will be paid for under Proposition II for the quarter.

Payment under Proposition II will be made on the first payment following the end of the quarter - April 15th, July 15th, October 15th and January 15th.

Formula example for Proposition II:

(Number of units reported for quarter x Bid price x 3 months
= Proposition II for quarter).

Proposition III:

The Contractor shall report to the Board of Public Works and Safety at the end of each quarter (March 31st, June 30th, September 30th and December 31st or thereabouts). This report will identify the number of units by individual address served under Proposition III for single family and multifamily units. The contractor must identify the number of weeks in the quarter that each unit was served. This report establishes the total number of units contractor will be paid for under Proposition III for the quarter resulting from annexation, new construction, or demolition.

(Number of units (+ or -) reported for quarter x Bid
13 weeks
price x $\frac{\quad}{\text{No. of weeks served}}$ = Prop, III for quarter

After the first quarterly report has been submitted and accepted by the Board of Public Works all subsequent quarterly reports shall be limited to changes in service, additions and decreases, in prior reports.

The Board of Public Works will notify the Contractor in writing of the following:

1. New units to be serviced as per the report from the Department of Community Development and Planning.
2. Units demolished, as per the Department of Minimum Housing.
3. Unit increases due to annexations and service start dates as per Department of Community Development and Planning.

All documents submitted to the Board of Public Works are legal public documents.

ARTICLE IV, INSURANCE AND IDEMNIFICATION

The Contractor agrees to provide Workman's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Proposal Form
5. Form 96
6. Statement of experience in Collection of Solid Waste
7. Performance Bond
8. This Contract
9. Insurance Certificates
10. EEO/AA Documents (2) Exhibit "D"

ARTICLE VI, APPROVAL OF CONTRACT

This contract, although executed on behalf of the owner by its Mayor and by the Board of Public Works and Safety shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve same within thirty (30) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set out hands and seals on the day and year first above written.

By: Bary Chertoff

CITY OF FORT WAYNE, INDIANA

P. Helmke
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS

Angela S. Derheimer
Angela S. Derheimer, Chairman

C. David Silletto
C. David Silletto

Gregory A. Purcell
Gregory A. Purcell

ATTEST:

Helen V. Gochenour
Helen V. Gochenour
Clerk of the Board

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 8th day of June 1988, Barry C. Pruitt and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the purposes herein mentioned.

WITNESS my hand and Notary Seal.

Helen V. Gochenour
Notary Public
HELEN V. GOCHENOUR

My Commission Expires:

6-16-91

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 9th day of June 1988, Paul Helmke and also, Angela S. Derheimer, C. David Silletto, Gregory A. Purcell and Helen V. Gochenour known to me to be the Mayor, the members of the Board of Public Works and Safety and the Clerk of said Board, respectively, of the City of Fort Wayne, Indiana, and Acknowledged the foregoing agreement to be their voluntary act and deed of such Mayor, members of the Board of Public Works and Safety and Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

WITNESS my hand and Notary Seal

Carolyn S. Eschmann
Carolyn S. Eschmann
Notary Public

My Commission expires:

6-16-81

Approved as to form and legality:

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

CITY OF FORT WAYNE, INDIANA

Paul Helmke - MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

Angela S. Derheimer
C. David Siletto
Robert E. Love

CONTRACT DOCUMENTS FOR
COLLECTION OF GARBAGE AND REFUSE

ZONE 4
1988-1989

NOTICE TO BIDDERS
INSTRUCTIONS TO BIDDERS

PROPOSAL

CONTRACT

SPECIFICATIONS

GENERAL CONDITIONS

EXHIBITS

COLLECTION, TRANSPORTATION, AND DISPOSAL
OF SOLID WASTES
CITY OF FORT WAYNE, INDIANA

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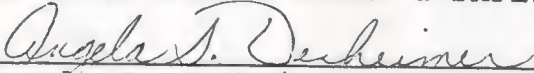
RESOLUTION

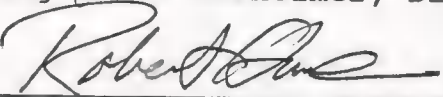
Notice is hereby given by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in Room 920 of the City-County Building on the 25th day of May, 1988 at 9:00 a.m Eastern Standard Time for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc. in Zone 4 (Northern Zone). Contractors are invited to submit their bids on various propositions with respect to terms and period for 1 (one) year contract beginning August 1, 1988 as per specifications on file in the office of the Board of Public Works & Safety which are by reference incorporated herein.

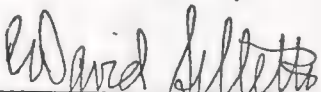
Bidders may obtain a copy of said specifications prior to submitting their bids.


The Board reserves the right to accept any proposal, or to reject any or all proposals.

BOARD OF PUBLIC WORKS & SAFETY


Angela S. Derheimer, Director


Robert E. Love, Member


C. David Silletto, Member


ATTEST: Helen V. Gochenour, Clerk

Publish in Fort Wayne Newspapers May 6 and 13, 1988
Publish in Frost, Illustrated May 11 and 18, 1988

INSTRUCTION TO BIDDERS

1. PROPOSALS: Each Proposal shall be legibly written or printed in ink on the form provided in this bound copy of proposed contract documents. No alterations are to be made on the printed forms by erasures, interpolations, or otherwise, unless each such alteration is signed or initialed by the bidder; if initialed, the City may require the bidder to identify any alteration so initialed. No alteration in any Proposal, or in the form on which it is submitted, shall be made after the Proposal has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the Proposal when submitted.

Each Proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Board of Public Works and Safety of the City of Fort Wayne, Indiana, identified on the outside with the words, "PROPOSAL OF SOLID WASTES", and filed with the Board of Public Works, City-County Building, Fort Wayne, Indiana.

2. PROPOSAL GUARANTEE: Each Proposal shall be accompanied by a Cashier's Check or a Certified Check drawn on an acceptable bank, or an acceptable bidder's bond for the Zone being bid. The Proposal Guarantee amount is Zone No. 4: (Northern Zone) \$40,000.00.

The Proposal Guarantee shall be made payable without condition to the Board of Public Works and Safety of the City of Fort Wayne, Indiana, hereinafter referred to as Owner. The Proposal Guarantee may be retained by and shall be forfeited to the Owner as liquidated damages if the Proposal is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

3. RETURN OF PROPOSAL GUARANTEE: The Proposal Guarantee deposit of each bidder will be returned if his/her Proposal is rejected. The Proposal Guarantee deposit of the bidder to whom a contract is awarded will be returned when he/she executes a contract and files a satisfactory performance bond. The Proposal deposit of the second lowest and best responsible bidder may be retained for a period not to exceed sixty (60) days pending the execution of the contract and bond by the successful bidder.

4. WITHDRAWAL OF BID: No bidder may withdraw his/her Proposal for sixty (60) days after the date and hour set for the opening.

5. ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids for any reason whatsoever; and to waive irregularities or informalities in any bid. Bids

received after the specified time of closing will be returned unopened.

6. SIGNATURE OF BIDDERS: Each bidder shall sign his/her Proposal and all Addendum using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name followed by the authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word, "president", "secretary", "agent", or other designation without disclosing his/her principal may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.

7. INTERPRETATION OF CONTRACT DOCUMENTS: If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he/she may submit to the Board of Public Works and Safety, One Main Street., Room 920, City County Bldg., Fort Wayne, Indiana 46802, a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Board of Public Works and Safety. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

May 18, 1988, at 10:00 a.m. is the final day and time by which bidders may submit written requests related to interpretation of contract documents. This time has been set in order that the Board of Public Works and Safety may have ample time to respond in writing to each person who contemplates submitting a bid package.

8. LOCAL CONDITIONS AFFECTING WORK: Each bidder shall visit the site, or sites, of the work and shall completely inform themselves relative to potential hazards, labor conditions, and all other conditions and factors, local and otherwise, which would affect completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the bidder's Proposal. There will be no subsequent financial adjustment for lack of such prior information.

The Contractor is to submit its bid accordingly. The figures as presented in Exhibit "A" are estimates of the number of dwellings. "The City is not responsible for these figures and shall not be held liable for them.

9. QUALIFICATION OF BIDDERS: Each bidder must furnish satisfactory evidence that it has operated or is presently operating a residential refuse collection system of a type and extent comparable to that outlined in these specifications, and that it has successfully conducted such an operation for a period of not less than two (2) years within the last five (5) years and the bidder must be able to demonstrate sufficient refuse collection experience to satisfy the Board of Public Works and Safety that the provisions of the Contract documents can be fully and satisfactorily complied with. Further, each bidder shall be required to demonstrate to the satisfaction of the Board of Public Works and Safety that it has adequate equipment, financial resources, adequate work plan, facilities, experienced personnel and expertise to perform the Services called for by this Contract and shall furnish such information and/or proof covering its qualifications when requested by the Board of Public Works and Safety. Refuse collection operations which have or are now being operated by the bidder shall be subject to inspection to determine the bidder's ability to perform satisfactorily under the Contract. No contract shall be awarded to a bidder who, as determined by the Board of Public Works and Safety is not qualified to adequately perform due to an unsatisfactory record, inadequate experience or who lacks the necessary capital, organization or equipment to conduct and complete the services in strict accordance with the terms and conditions of the Contract. Bids will be considered from only those bidders, that in the opinion of the Board of Public Works and Safety have a sufficient background or experience in the refuse collection field and meet the other requirements called for in the Contract documents.

10. INDIANA LEGAL REQUIREMENTS: Each bidder shall submit under oath with his/her Proposal, completed statements of his/her experience, his/her proposed plan for performing the work, the equipment which he/she has available to perform the work, and his/her financial statements. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. The term "construction" in Form No. 96 shall be interpreted to mean the "collection, transportation, and disposal of solid waste".

11. GUARANTEE: If any bidder relies on the assets of its parent corporation or any other entity, then a guarantee document, legally executed by such parent corporation or any other entity shall be submitted along with and as a part of the bidder's bid as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of this contract and that all assets of the parent corporation or other entity would be subject to the faithful performance of the bidding company.

The Parent corporation or other entity that acts as "guarantor" shall submit his/her financial statement on Questionnaire Form No. 96 as per Indiana Legal Requirements.

This requirement applies to any parent corporation or entity which in fact stands behind the bidder's performance.

The parent corporation or other entity that acts as "guarantor" shall submit his/her financial statement. The bidding entity or bid bond holder shall complete Form 96.

12. PERFORMANCE BOND: The bidder to whom a contract is awarded will be required to furnish an annual Performance Bond acceptable to the Owner in an amount as set forth in the specifications.

The bond shall be executed by a surety company authorized to do business in the State of Indiana and acceptable as Surety to the Owner.

Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

13. BOUND COPY OF CONTRACT DOCUMENTS: The Proposal or other bidding forms shall not be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items listed in the Table of Contents and all addenda.

14. TERM OF CONTRACT: The term of this contract shall be for a period of one (1) year. The Contractor awarded the contract by the Board of Public Works and Safety agrees that the initiating date of contract service shall not exceed a period of 40 days following Fort Wayne City Council approval. The successful contractor and the Board of Public Works will negotiate the Commencing date.

15. PROPOSITIONS: Contractor must submit a price for Propositions No.s 1 through 3 as stated in the Contract.

ZONE 4

CITY OF FORT WAYNE, INDIANA

COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTES

FROM

FORT WAYNE, INDIANA

PROPOSAL

TO THE BOARD OF WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, specifications and the other proposed contract requirements, and all addenda thereto; and being acquainted with and fully understanding the extent and character of work covered by this Proposal and all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, solid waste disposal facilities and equipment; to provide and perform all necessary labor and supervision; and to perform all work stipulated in, required by, and in accordance with, the proposed contract documents and the specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and to accept in full payment sums determined by the bid, plus the following unit price, plus or minus any special payments and adjustments provided in the specifications.

PROPOSITION NO. 1

For the complete performance of all the terms, conditions and provisions of Proposition No. 1, as per specifications, namely,

A. One (1) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from:

- 1.) Curb or alley location for each household and duplex unit.
- 2.) Approved curb location for mobile home courts.
- 3.) Refuse collection from City facilities as specified within this contract.

Total City of Fort Wayne annual amount, subject to adjustment provided in the Specifications:

ZONE 4: \$ 942,096.48

PROPOSITION NO. 2

For the complete performance of all the terms, conditions, and provisions of Proposition 2, as specified, namely,

A. One (1) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from Multi-Family Units (three [3] units and over)

Multi-Family units (3 or more) electing dumpster type service are covered under Special Ordinance No. S-216-8.

1.) Per unit price for once a week "single family type" pick-up of Multi-Family units (costs paid by the City, per month, per unit):

ZONE 4: \$ 4.28

PROPOSITION NO. 3

Adjustments in the contract price, for the providing of "single-family" type collection and disposal of solid waste caused by changes in the total number of residences referred to herein, resulting from annexation, new construction, or demolition.

In case of annexation to the City, the contractor operating in the physically adjacent zone will increase service to the applicable units. Note: regarding the Exhibit "B" map, the North, Southeast, Southwest zone lines extend beyond the current city limits to take future annexations into account.

Per month Collection Unit Change:

ZONE 4: \$4.60

The undersigned bidder agrees to enter into a contract with the City of Fort Wayne, Indiana for the collection, transportation and disposal of residential solid waste including garbage, rubbish, and household rubbish, in accordance with the terms and provisions of the Notice to Bidders, Instructions to Bidders, Specifications, Proposal Form, Non-Collusion Affidavit, Form 96, Affirmative Action Program, and Questionnaire of Experience in Citywide or Individual Zone collection and, if applicable, operation of an EPA approved sanitary landfill.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) days after acceptance and award of this proposal.

Proposal Guarantee Amount:

ZONE 4 (Northern Zone): \$40,000.00

The undersigned bidder agrees to forfeit the above specified amount which will become the property of the Board of Public Works and Safety a liquidated damages, should this Proposal be accepted and a contract be awarded to him and he/she fails to enter into a contract in the form prescribed and to furnish the required bond within ten (10) days, but otherwise the aforesaid proposal guarantee will be returned upon his/her signing the contract and delivering an approved performance bond.

In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of bids.

Complete information for (a) Work references, (b) Form 96. Financial Statement, Work Plan, Equipment list and list of Officers and Stockholders owning 10% or more, (c) Sanitary landfill operation if applicable, (d) Non-Collusion Affidavit, and (e) Affirmative Action Program.

Dated in WasteManagement of Fort Wayne this 23rd day of May
1988.

SIGNATURE OF BIDDER:

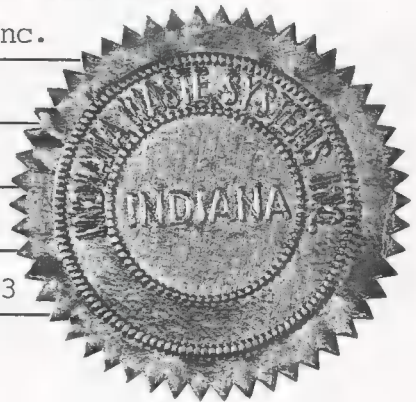
If an Individual: _____ doing business
as _____

If a Partnership: _____

by _____, Partner
WasteManagement of Fort Wayne,
If a Corporation: a division of Indiana Waste Systems, Inc.

by George Auwema
George Auwema
Title Vice-President

Business Address of Bidder: 2220 Bremer Rd.
Fort Wayne, Indiana 46803



WORK EXPERIENCE

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned has performed during the last five years:

<u>NAME OF CITY</u>	<u>DATE & TERM OF CONTRACT</u>	<u>CONTRACT PRICE</u>
City of Fort Wayne	August 1, 1982- Six year term	*708,000

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned is now performing:

<u>NAME OF CITY</u>	<u>DATE & TERM OF CONTRACT</u>	<u>CONTRACT PRICE</u>
City of Fort Wayne	August 1, 1982- Six year term	*708,000

*Contract price is based on estimated sixth year annual amount.

Zone 4

CITY OF FORT WAYNE, INDIANA

SOLID WASTE COLLECTION

GENERAL SPECIFICATIONS

1988

1. INTENT AND PURPOSE:

It is the intent of the CITY OF FORT WAYNE to furnish to its residents a comprehensive solid waste collection service consisting of a weekly pickup from the property of bagged and containerized garbage, rubbish, and household rubbish. Collection service to be based upon total solid waste pickup from all residents, apartment complexes and mobile home courts within the boundaries of the Zone established in this Contract. Included, will be the pickup of all City operated facilities, excluding Aviation and Parks, and all City "Trash Cans".

2. ZONE:

This contract will allow one bid per Proposition (1 through 3) within one bid. Location of Zone 4 and the number of dwelling units by size are attached to this document as Exhibit "A".

3. DEFINITIONS:

A. GARBAGE - The word "garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit or vegetable matter that results from the preparation, use and cooking of food, tin cans, glass bottles and broken crockery which have been used as food or beverages holders, also old bottles, glass, china and crockery.

B. RUBBISH - The word "rubbish" means all rags, broken glass, crockery, bottles, tin cans, paper, grass cutting and household refuse, generally including extinguished incinerator ashes and refuse from paper burners, and cold ashes from heating plants and coal stoves. It is that material which is easily placed in household refuse containers. Hot coals are excluded.

C. HOUSEHOLD RUBBISH - The word "household rubbish" will include the picking up from residential property, apartment complexes and mobile home courts household goods, household refuse, furniture, springs and mattresses, tin cans, bottles, crockery, broken glass, rags, grass cuttings and other similar debris, hedge cuttings and shrubbery trimmings bundled, boxed or

otherwise contained, furnace pipe, stoves, water heaters, refrigerators, television sets, trunks, incinerator refuse and cold ashes of all kinds and descriptions, wood not over 60 inches in length, all rubbish, trash, debris, waste, litter, scrap, packings, excelsior, straws, metal cooking utensils, toys, porcelain, carpeting, leather, shoes, clothing, cardboard, household appliances, tree trimmings, trees and tree limbs under 60 inches in length. A single item does not need to be bundled, boxed, or otherwise contained. Two or more items need to be bundled, boxed or otherwise contained.

Excluded will be broken concrete and other refuse from repairs, alterations and new construction of buildings and sidewalks, tree limbs and trunks over 60 inches in length and debris from commercial or industrial establishments, and material which cannot be easily handled by one (1) man, or weighs over 60 pounds. However, household appliances and furniture weighing over 60 pounds will be picked up under Proposition No. 1.

The Contractor shall remove all garbage, rubbish and household rubbish at designated pickup sites, including any debris dropped during pickup.

4. CONTROL AND PENALTIES/REWARDS:

A. The Contractor shall work under the immediate supervision of the Board of Public Works and Safety of the City. Complaints, missed pickups and directions necessary for satisfactory service will be handled through the Citizen Advocates Office. The Citizen Advocate (or authorized representative) shall notify the Contractor, through telephone communication, of any missed or unsatisfactory pickups, and the Contractor must make those pickups within 48 hours. In addition, Contractor will work with the Citizen Advocate to resolve all citizen complaints and problems to the satisfaction of the Board of Public Works and Safety.

B. The City of Fort Wayne shall conduct, in May of the year 1989 a telephone survey of 400 randomly selected homeowners within Zone 4. Each of these 400 homeowners shall be asked: "How would you rate the garbage service you receive from the City; excellent, good, not so good, or poor?" Of those who express an opinion, for each percentage point above 20% of people who feel that garbage service is "not so good" or "poor", the City shall deduct \$2,000 from it's annual payment, in one lump sum, within 30 days of conclusion of survey, to the contractor. For every percentage below 20% of those responding "not so good" or "poor", the City shall add \$2,000 to it's annual payment, in one lump sum, within 30 days of conclusion of survey, to the contractor. If the contractor questions the validity of the opinion research conducted by the City, then it may, using it's

own funds, commission independent opinion research from a consultant jointly agreed upon with the City. The same question shall be used, and the contractor's penalty or reward shall be based on the independent opinion research. The formula for quality of service penalty or reward shall, in short, be as follows: -1 x (% indicating garbage service is not so good or poor - 20) x \$2,000.

C. In the event Contractor fails to collect and remove or properly dispose of garbage or other materials herein provided for, in accordance with the terms of this contract, for a period of seven (7) working days (Acts of God Excepted), the Board of Public Works and Safety of the City may, after written notice to Contractor of specific complaint, cause all such garbage and such material wa be collected and disposed of by City, or the City may contract with any other Contractor and utilize their manpower and equipment, and any and all costs and expenses which may be incurred by City shall be paid by Contractor to City immediately upon demand or may be paid by City out of or be charged against any monies due Contractor from City, at the election of City. Should it then be determined that Contractor is unable or unwilling to comply with the terms of this contract, City shall have the right forthwith to take over and operate any or all of Contractor's equipment and disposal facilities, including any and all trucks, sites and other facilities used in connection with this contract, and such of Contractor's personnel necessary to the operation of the same as are individually willing to work for the City in connection therewith until such time as Contractor shall satisfy said Board of Public Works and Safety of City that it is ready, able and willing to comply with all terms it is ready, able and willing to comply with all terms, conditions and provisions of this contract. In the event City has operated said collection and disposal system for a period of thirty (30) days, or upon any substantial breach of this contract, at the option of City, an appraisal committee will be appointed, consisting of three (3) members, one to be appointed by Contractor, one member appointed by the City, the third member will be appointed by the two so selected by the Contractor and the City. The committee shall have the sole and exclusive authority to appraise and evaluate the trucks and other equipment of Contractor used in the performance of its obligations hereunder. Said committee shall forthwith appraise and evaluate said trucks and other equipment and shall file a written report thereof with said Board and with Contractor. The Board of Public Works and Safety of the City shall have the option, for a period of ninety (90) days thereafter, to purchase from Contractor all said trucks and other equipment and landfill (if applicable) and to concurrently therewith transfer title to said trucks and equipment and landfill (if applicable), the written Contract shall be thereby canceled and terminated.

Whenever more than one remedy to insure delivery of service is available in this contract, it is the option of the City of Fort Wayne to choose the remedy that is in its best interest.

If the Board of Public Works choose its option to purchase Contractor's trucks and equipment the purchase price will be the appraised value minus any and all damages owed to the City. The City will pay in cash at the time of completion of the transfer of all assets.

5. TYPE AND LOCATION OF CONTAINERS AND COLLECTION FREQUENCY:

SINGLE FAMILY AND DUPLEX HOUSING UNITS - Each single family and Duplex housing unit shall receive total pick up of solid waste (garbage and rubbish and household rubbish) once a week on a regular schedule. The resident shall designate a pick up spot within five feet of the curb side or alley side location. The contractor shall designate curb side or alley side pickup, unless otherwise specified by the Board of Public Works and Safety. The residents of each single family or duplex housing unit shall place solid waste in metal or plastic cans, plastic refuse or compactor bags of not more than 30 gallon capacity. The contractor shall be paid for solid waste disposal service to single family and duplex units in the amount bid under Proposition No. 1. From all alley collection points where a fence exists, pickup will be made from alley side of fence.

MULTI-FAMILY HOUSING UNITS (Three (3) units and larger) - Each multi-family housing complex shall receive total pickup of solid waste (garbage, rubbish, and household rubbish), once a week on a regular schedule. The residents of each unit shall place solid waste in a metal or plastic can, plastic refuse or compactor bag of not more than 30 gallon capacity. A pickup site location may be agreed upon between property owner or manager and the contractor. Such site will be easily accessible for contractor's truck to drive within 30 feet thereof, for ease of loading. In all cases, adequate drives must be provided to allow ingress and egress of contractor's trucks and the complex owner/manager must submit written authorization to the contractor permitting the contractor to enter the premises and to hold the contractor harmless to any damages resulting therefrom. However, contractor shall be responsible for any damages caused by negligence on its part.

Copies of the written authorization to a premise signed by the property owner/manager and the site location of the garbage pickup on the premise are the responsibility of the contractor to obtain. Copies of such documents will be placed on file in the Board of Public Works and Safety. In case a property owner/manager of the multi-family unit and the contractor disagree on the site location, the Board of Public Works and Safety will arbitrate, accept or reject the site location, as

defined by the specifications of the contract.

MOBILE HOME UNITS - Each Mobile Home unit shall receive total pickup of solid waste (garbage, rubbish and household rubbish) once a week on a regular schedule. The resident shall designate a pickup spot for each unit within five feet of curb. The resident of each unit shall place solid waste in metal or plastic cans, plastic refuse or compactor bags of not more than 30 gallon capacity. Above services to be paid for under Proposition No. 1.

(a) Mobile home court owner must provide adequate streets approved by Board of Public Works and Safety for ingress and egress to all mobile homes requiring service. Said streets to accommodate Contractor's trucks and allow for pickup at curb.

(b) Mobile home court owner must submit written authorization to the Board of Public Works and Safety permitting Contractor to enter premises and hold Contractor harmless to any damages resulting therefrom. However, Contractor shall be responsible for any damages caused by negligence on his part or of any of his employees.

CITY FACILITIES - Contractor shall furnish service to all City Owned or Leased facilities (except Park Department) which produce refuse, on the basis of weekly or daily collections. Frequency of collection will be determined by the Board of Public Works and Safety. A list of City Facilities, including type of collection is attached as Exhibit "C".

(a) Container size will vary from facility to facility. No charge is to be levied by Contractor to City for rental or use of any special container (bin or dumpster), such container, if needed, will be supplied by Contractor during the period of the Contract.

(b) Any additional equipment or collections will have to be justified by the Board by additional City service or building.

SERVICE PROVIDED BY CONTRACTOR: The Contractor awarded the contract for Zone 4, shall be reimbursed by the City for collection and disposal of garbage, rubbish and household rubbish provided to single family, duplex, mobile home and multi-family units electing identical "single family type" service under the conditions prescribed in the preceding section.

6. TIME OF OPERATION:

RESIDENTIAL - Including Apartment Complexes and Mobile Home Courts. Unless otherwise mutually agreed upon by the Board of Public Works and Contractor, collection of solid waste shall not commence before 5:00 A.M. and shall be completed by 11:00 P.M. on any single day of collection. No collection shall be made on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

CITY FACILITIES - Pickups will be made at the City Facilities at hours to be approved by the Board of Public Works and Safety. The Board of Public Works and Safety will annually provide an up to date listing of locations of pickups.

City shall advise Contractor of street or alley closings and assist therein by providing access to accomplish required collections, City may, at Contractor's request and expense, post "No Parking" signs to facilitate collections in tight locations.

7. EQUIPMENT:

The Contractor will furnish all equipment, labor and supervision necessary to collect said solid waste (garbage, rubbish and household rubbish) and will contract with, or furnish one or more disposal sites for the complete disposal of said garbage. Each bidder shall submit with his/her proposal, types of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling rubbish and garbage shall be non-leakable, capable of collecting all household rubbish. The equipment shall be in such condition that the schedule of collection, as presented to the Board of Public Works, can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from this schedule. The Contractor shall use equipment equal in type, specifications, usual wear and tear excepted, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment as performance of the contract shall from time-to-time require. The equipment must be available before the collections are to be made under the contract, at which time they will be inspected for approval by the City.

Criteria will be based upon information provided in the work plan by the contractor.

The name of the company and the truck number shall be painted on both sides of the truck with letters and figures not less than seven (7) inches high. The Contractor must have his/her trucks washed a minimum of three (3) time per week.

The Contractor must make available to the City adequate space on both sides of each truck to hold informational signs that the City will provide. The size of the signs will be no larger than 30" in height and 60" in length. The City will provide the brackets.

8. EMPLOYEE CONTROL:

All of the Contractors employees shall be competent and able to perform the duties assigned to them for all work covered by this contract. The Contractor must employ only neat, orderly, courteous, sober, competent and efficient employees and shall remove any employee who refuses or neglects to obey or carry out any of it's or the Board of Public Works and Safety instructions and such person shall not again be employed in the work covered by this contract. The Contractor shall prohibit drinking of alcoholic beverages by its employees while on duty or in the course of performing their duties under this Contract.

The Contractor shall give his/her personal supervision to the work or have assigned at all times a competent supervisor or other representative satisfactory to the Board of Public Works and having authority to act for the Contractor.

9. DISPOSAL OF WASTE:

All solid waste collected by the Contractor shall be disposed of by the sanitary landfill method, or by other methods approved by the Board of Public Works. Contractor shall pay all costs for disposal of Solid Wastes collected under this Contract. The Contractor shall contract with or furnish a suitable site adequately zoned for the sanitary landfill, which site will have the prior and continued written approval of the Indiana State Board of Health for said waste disposal and lime and sewage sludge disposal, the Board of Health of the County in which it is located and the Fort Wayne, Allen County Board of Health.

Any proposed landfill site and operation thereof shall meet the requirements of the Indiana Stream Pollution Control Board Regulations SPC-18, Solid Waste Management Permit effective August 15, 1974. Regulation SPC-18 shall be made a part of these specifications for the purpose of acquiring and operating a sanitary landfill.

Bidders shall have thirty (30) days from the date bids are received to submit evidence that each proposed landfill complies with the standards and requirements as set forth above, as well as any other laws or regulations governing the operation of a sanitary landfill. Failure to meet these requirements may be

cause for rejection of a bid.

The bidder acknowledges that the contract price is predicated upon disposal of the solid waste in the sanitary landfill method. The City reserves the right, in its sole discretion, of approval for change in solid waste disposal method regardless of the initiating party. Change in disposal method will be reflected by an increase or decrease in contract price through negotiation by the Board of Public Works and Safety and Contractor.

10. COMPENSATION:

City shall pay the Contractor monthly. Compensation shall be 1/12 of the total bid amount, or at the discretion of the Contractor, 1/24 payments may be made twice monthly.

Should any territory be annexed to City, a figure equal to the actual number of single family, duplex, mobile home units, and multi-family units electing single family type service therein on the basis of a physical count made by the City, shall be added to the contract of and effective upon the effective date that such annexation is complete and final as prescribed in the applicable statute of the State of Indiana on annexation, and such compensations shall be forthwith increased accordingly. Should any territory be annexed after bid date and prior to starting of contract, such collection units shall be added to the compensation unit figure.

The bidder acknowledges that the contract price is predicated upon disposal of the solid waste in the sanitary landfill method. The City reserves the right, in its sole discretion to require a change in solid waste disposal method as directed by the City will be reflected by an increase or decrease in contract price as determined by the Board of Public Works. If the Contractor does not agree to such price change then this contract shall terminate within 60 (sixty) days of the Board of Public Works notice to the Contractor of the price change.

The Contractor shall report to the Board of Public Works and Safety at the end of each quarter (March 31st, June 30th, September 30th and December 31st or thereabouts). This report will identify the number of units by individual address served under Proposition II, and, if applicable, the number of units by address of all multi-family units under Proposition III electing "single family type" service. Those units under Proposition III must be identified for number of weeks in quarter served. This report establishes the total number of units contractor will be paid for under Proposition II for the quarter.

Payment under Proposition II will be made on the first payment following the end of the quarter - April 15th, July 15th, October 15th and January 15th.

Formula example for Proposition II:

(Number of units reported for quarter x Bid price x 3 months
= Proposition II for quarter).

The Contractor shall report to the Board of Public Works and Safety at the end of each quarter (March 31st, June 30th, September 30th and December 31st or thereabouts). This report will identify the number of units by individual address served under Proposition III for single family and multi-family units. The contractor must identify the number of weeks in the quarter that each unit was served. This report establishes the total number of units contractor will be paid for under Proposition III for the quarter resulting from annexation, new construction, or demolition.

Formula example for Proposition III:

(Number of units (+ or -) reported for quarter x Bid
price x $\frac{13 \text{ weeks}}{\text{No. of weeks served}}$ = Prop. III for quarter

12. ASSIGNMENT:

The Contractor shall not assign the contract or sublet as whole or in part without the written consent of the City. Such assignment shall not release the Contractor from any of his/her obligations and liabilities under the contract. Violation of this specification shall result in instant termination. Any violation of the specifications in this contract shall be sufficient cause for the immediate cancellation or issuance of penalties, by the Board of Public Works and Safety who thereupon employ the necessary labor to perform the work or readvertise or relet the work, at the expense of the offending Contractor and his/her sureties.

13. INDEMNIFICATION:

The Contractor does agree:

To indemnify and save City harmless from, including Attorney fees, any and all liability whatsoever growing out of any injury or damage to property or persons

because of any neglect or fault of Contractor, its agents or employees, in the carrying out of this contract, or any matters connected therewith or related thereto.

To, on notice given by City, defend at its own expense any action or suit brought against City because of any work or other acts done by Contractor under terms hereof;

To pay any judgement which may be obtained against City by reason of any work or acts done hereunder by Contractor, its agents or employees:

To pay all damages occurring to any persons or property, public or private, resulting from any fault or neglect on its part or on the part of its agents or employees.

To promptly repair any damage to yard, driveways, alleys, curbs, streets, garages, fences, etc., other than normal wear and tear.

15. INSURANCE:

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 15 (Indemnification). All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500.000
Bodily Injury Liability Except Automobile	\$500.000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Prop Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

For purposes of this Contract, the Contractor shall cause the City to become a named insured on any and all such policies of Insurance referred to herein, as the City's interest may appear. The Contractor shall furnish to the City, prior to 15 days of the beginning of the Contract, Certificates of Compliance with all the foregoing insurance requirements. Failure to do so is cause for termination of the contract.

16. COMPLIANCE WITH LAWS - PERMITS:

The Contractor shall obtain at its own cost, and keep current, all permits, licenses, and bonds necessary for the conduct and completion of the work and/or required by Municipal, State and Federal Regulations and Laws, including Affirmative Action, unless specifically provided otherwise in Contract documents.

The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules, and regulations bearing on the conduct and completion of the work. This Contract, as to all matters not particularly referred to and defined therein shall notwithstanding, be subject to the provisions of all pertinent state statutes and ordinances of the municipality, which ordinances are hereby made a part

hereof with the same force and effect as if specifically set out herein.

17. BID BOND:

A Certified Check, Cashier's Check, or Bank Draft drawn on a solvent bank payable without condition to the City of Fort Wayne, Indiana, or a satisfactory bid Bond executed by the Bidder and a surety company, in the amount required for the Zone being Bid, shall be submitted with each bid as a guarantee that if the bid is accepted by the City of Fort Wayne, a contract will be entered into and the performance of the contract properly secured. No bid shall be withdrawn after opening of bids for a period of sixty (60) days after scheduled date and time of opening bids.

The bid bond amount required is:

Zone No. 4: (Northern Zone) \$40,000.00

In case a bid is not accepted, the obligation of the said bond shall be null and void and said certified check, cashier's check, or bank draft shall be returned to the bidder.

In case a bid is accepted, and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, and has furnished a performance bond as required, then the obligation of the bid bond shall be null and void or the said certified check, cashier's check, or bank draft shall be returned. In case a bid is accepted and the Bidder shall refuse or neglect to enter into a contract with the City of Fort Wayne, for the work bid upon, within ten (10) days after notification of acceptance and award, and has furnished bid bond as required, then the obligation of the bid bond shall remain in full force or said certified check, cashier's check, or bank draft shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to so comply.

18. PERFORMANCE BOND:

The successful bidder, at the time of signing the contract and fifteen (15) days prior to the beginning of each contract year, will be required, at his/her own expense, to furnish an annual bond guaranteeing faithful performance of the contract in an amount required for the Zone being awarded to the successful Contractor under this contract executed by the Bidder and Surety to be approved by the Board of Public Works and Safety. The performance bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of

the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect his/her obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to specifications of work".

The Performance Bond amount required is:

Zone No. 4 (Northern Zone) \$ 350,000.00

19. UNUSUAL INCREASE/DECREASE DUE TO CITY GOVERNMENT OR OTHER ACTIONS:

In the event that large (2%) increases or decreases in the cost of operation of the work of this Contract occur because of city government action, other than changes in method of disposal, the contract amount may be adjusted by mutual agreement of the two parties. Adjustment of the Contract amount for this reason shall be limited to the items that cannot be reasonably anticipated by the Contractor at the time of bidding. The contractor shall supply detailed information concerning his/her request for consideration for any increase for the Board of Public Works' consideration.

If the City and the contractor cannot mutually agree, the contractor may utilize any recourse at his/her discretion.

20. TERMS AND CONDITIONS:

The successful bidder shall enter into a contract with the City of Fort Wayne containing in substantial form the terms and conditions set out in the proposed contract, for the established Zone as follows:

The Contractor shall enter the amounts of his/her bid for the following Propositions in the areas provided in the Proposal portions of this bid.

Proposition No. 1:

For the complete performance of all the terms, conditions and provisions of Proposition No. 1, as per specifications, namely,

A one (1) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from:

(a) Curb or alley location for each household, duplex and mobile home unit.

(b) Collection, as required, of all City Facilities (except Aviation and Parks) and all City owned trash cans and containers.

Proposition No. 2:

For the complete performance of all the terms, conditions and provisions of Proposition No. 2, as specifications, namely,

A one (1) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from Multi-Family units;

(a) Per unit price for once a week "single family type" pickup of Multi-Family units:

Proposition No. 3:

Adjustments in the contract price for the providing of collection and disposal of solid waste caused by changes in the total number of residences referred to herein, resulting from annexation, new construction or demolition.

21. REPORTS

The Contractor shall submit quarterly written reports, broken down by month, to the Board of Public Works and Safety detailing the number of tons or compacted cubic yards of Municipal Waste collected by the Contractor, and all other report requests as identified in Specifications, Proposal and Contract.

22. ACCEPTANCE:

The Board of Public Works and Safety reserves the right to accept and/or to reject any or all proposals. Any alteration, erasure, or interlineation of the Contract Document and of the form of the proposal itself may render the proposal irregular. Consequently, the Board of Works and Safety may reject the proposal or waive said defects and irregularities in the proposal.

The Board expressly reserves the right to judge the experience, capability and financial resources of bidders to successfully perform this contract and when found unsatisfactory, reject the bid.

23. LIST OF OFFICERS AND STOCKHOLDERS:

Bidders shall submit a list of all corporate officers and all stockholders who own over 10% of their respective companies. All partnership or joint venture bidders shall list all partners or members of the venture and their respective percentage of participation in said partnership or joint venture.

24. AFFIRMATIVE ACTION:

The Contractor shall comply with all appropriate Affirmative Action requirements, and further, the Contractor shall not discriminate in its carrying out of its duties hereunder on the basis of Race, Creed, Color, Sex, National Origin or Religion or any other proscribed basis. (See Exhibit "D")

The Contractor agrees to furnish a certificate from the Industrial Board of State of Indiana, showing that he/she has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana, and the Workmen's Compensational Diseases Act of the State of Indiana.

The Contractor will submit with his/her bid proposal package, the City of Fort Wayne Contractor Compliance Documents (2). The City may reject a contractor's bid proposal if such documents are not included and/or complete. The Contractor awarded the Contract must update the City Affirmative Action documents annually on the anniversary date of the award. Contractor Affirmative Action documents will be kept on file in the City Contract Compliance Office.

25. RIGHTS OF WORKERS:

The successful bidder shall be required to abide by the National Labor Regulations Act, as amended in 1959, U.S. Code Title 29, Sections 141-168, guaranteeing the rights of workers to organize and to bargain collectively with their employers, or to refrain from all such activity.

26. GENERAL CONDITIONS:

A. In all work performed hereunder, the successful bidder shall be required to comply strictly with all City, County, State, and Federal laws in force applicable to the successful bidder's operation, to comply with and be subject to the order and applicable regulations of the Board of Health and all other departments and agencies of the City, and in all things to conform to and abide by the laws of the State of Indiana.

B. The successful bidder shall furnish City a certificate from the Industrial Board of the State of Indiana, certifying that it has complied with the terms and conditions of the Workmen's Compensation Act and the Occupational Diseases Act of the State of Indiana.

C. The failure on the part of the City to declare this contract terminated or otherwise to enforce its rights hereunder, upon the default of the successful bidder or the failure of the successful bidder to perform any of the terms, provisions, or conditions hereof, shall not operate to bar, abridge or destroy the right of City to declare this contract null and void or to exercise its other rights and privileges upon any subsequent default or failure by the successful bidder to perform any of the terms, provisions or conditions hereof.

D. The contractor may designate curb or alley pick-up in almost all cases. Those exceptions will be only when it creates a health or safety hazard as determined by the Board of Public Works.

E. It is understood that the contract will consist of the Notice to Bidders, Instructions to Bidders. General Specifications, Proposal Form, Statement of Experience in Municipal Garbage and Rubbish Collection, Site and approval of Sanitary Landfill Site for Disposal of Garbage and Refuse Collected, Statement of Availability of Equipment, Work Plan, Performance Bond, Contract and Insurance Certificates, Completed Form 96, Affirmative Action Program, Certificate from Industrial Board which are by reference thereto made a part of this contract as fully and effectually as if set out in full detail.

F. It is understood that this contract is subject to approval by ordinance of the Common Council of the City of Fort Wayne.

G. The successful bidder shall furnish City, fifteen (15) days prior to beginning operations, a detailed map and schedule of routes and collection points showing days of collections, and said maps and schedules shall be kept current by the successful bidder. Any alteration in the routes, collection points or scheduled days of collection must be submitted in writing to the Board of Public Works for approval in advance. Notification of collection points and schedules to the homeowner shall be the contractor's responsibility and at the Contractors expense.

EXHIBIT "A"

ZONE 4 (NORTHERN ZONE)

Number of Single Family, Duplex and Mobile Home Structures
Total Structures: 16,889

Number of Multi-Family Units (Three units per dwelling and
over) Total Units: 8,286

EXHIBIT B

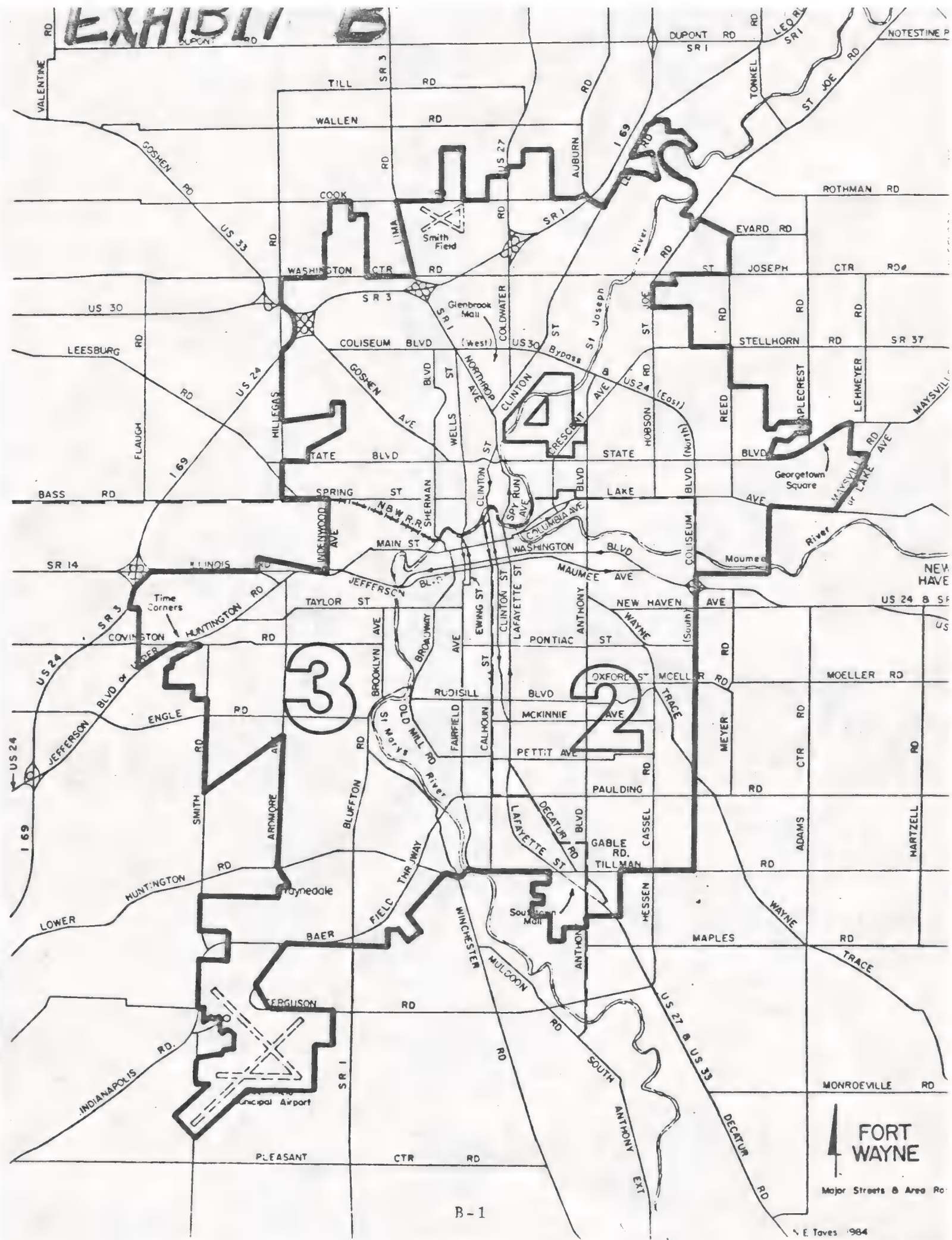


EXHIBIT "C"

<u>DEPARTMENT</u>	<u>ADDRESS</u>	<u>CONTAINER</u>	<u>PICK-UP</u>
Fire Station #6	1500 W. Coliseum	2 yd.	Mon.
Fire Station #7	1602 Lindenwood	2 yd.	Mon.
Fire Station #10	1245 E. State	2 yd.	Thurs.
Fire Station #13	1103 E. Coliseum	2 yd.	Fri.
Fire Station #14	3400 Reed Road	2 yd.	Fri.

EXHIBIT "D"

CERTIFICATION OF BIDDER/VENDOR

NON-COLLUSION AFFIDAVIT

ANTI-DISCRIMINATION CLAUSES

AFFIRMATIVE ACTION PLAN

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of WasteManagement of Fort Wayne, a division of Indiana Waste Systems, Inc. does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of WasteManagement of Fort Wayne a division of Indiana Waste Systems, Inc. that WasteManagement of Fort Wayne a division of Indiana Waste Systems, Inc.

does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this certification has been signed this 23rd day of May, 19 88

WasteManagement of Fort Wayne, a division of Indiana Waste Systems, Inc.

Name of Bidder/Vendor

George Auwema
George Auwema, Vice-President
Name and Title of Person Signing

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the lettering of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

WasteManagement of Fort Wayne, a division
of Indiana Waste Systems, Inc.

George Auwema
George Auwema- Vice-President

Subscribed and sworn to before me by George Auwema

this 23 day of May, 1988.

My Commission Expires:

June 27, 1989

Carol R. Shepherd
NOTARY PUBLIC
Resident of Allen County, IN

Subscribed and sworn to before me by _____

this 23 of May, 1988.

My Commission Expires:

June 27, 1989

Carol R. Shepherd
NOTARY PUBLIC
Resident of Allen County, IN

Subscribed and sworn to before me by _____

this 23 day of May, 1988.

My Commission Expires:

June 27, 1989

Carol R. Shepherd
NOTARY PUBLIC
Resident of Allen County, IN

18. ANTI-DISCRIMINATION UNDER INDIANA CODE 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under the contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under the contract, a penalty of five dollars (\$5.00) per person for each calendar day, during which such person is discriminated against or intimidated in violation of the provisions of the contract; and,

d. That the contract may be cancelled or terminated by the City of Fort Wayne, and, all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

19. ANTI-DISCRIMINATION UNDER THE CODE OF THE CITY OF FORT WAYNE, SECTION 15-17. In the performance of work under the contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding the contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

WasteManagement of Fort Wayne, a division
of Indiana Waste systems, Inc.
It is the policy of _____ that
(Company)

equal employment opportunity be afforded to all qualified persons
without regard to race, religion, color, sex, or national origin.

WasteManagement of Fort Wayne, a
In support of this policy _____ division of Indiana Waste Systems, Inc. will not
(Company)

discriminate against any employee or applicant for employment
because of race, religion, color, sex, or national origin.

WasteManagement of Fort Wayne, a division
The of Indiana Waste Systems, Inc. will take affirmative action
(Company)

to insure that applicants are employed and that employees are
treated during employment without regard to their race, religion,
color, sex, or national origin. Such action will include but
not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT,
HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELEC-
TION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR
OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

WasteManagement of Fort Wayne, a division
of Indiana Waste Systems, Inc.

(Name of Company)

George Auwema

(Signature of Company Official)

George Auwema, vice-President

5-23-88

(Date)

I N S T R U C T I O N S T O B I D D E R S
E Q U A L E M P L O Y M E N T O P P O R T U N I T Y
A F F I R M A T I V E A C T I O N P R O G R A M

IMPLEMENTATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY: The Equal Employment Opportunity Policy is implemented through an Affirmative Action Program. The program should be designed to hire qualified minority persons in all of the various job categories when needed and the firm should establish specific goals to increase the number of minorities in the various job categories through hiring or promotion.

The City of Fort Wayne has approved some goals and timetables to serve as guidelines for firms with whom it does business. All firms doing business with the City should employ a representative number of minorities in all job classifications within a four year period, using the percentage of the non-white population as a goal. These firms should also establish specific goals and timetables for achieving their goals. Such goals and timetables shall be a part of a firm's Affirmative Action Program and shall be maintained on a year-by-year basis. If a firm cannot meet the established goals and timetables, it will be evaluated on its "good faith" effort; that is, whether the Affirmative Action Program is being followed in fact and whether every attempt is being made to attain the goals according to the timetables.

Another factor supporting the "good faith" effort is whether the firm has conducted an analysis of all major job categories at the facility to determine if minorities are currently being underutilized in any one or more job categories. ("Underutilization" means having fewer minorities in a particular job category than would reasonably be expected by their availability). Consideration of "good faith" effort shall also be given to the following factors:

1. The minority population of the labor area:
A copy of the Standard Metropolitan Statistical Area for the City of Fort Wayne is provided by the Indiana State Employment Service. If you live outside the state, your local State Employment Service will provide manpower information for your area.
2. The size of the minority unemployment force in the labor area. (See Manpower statistics for your area).
3. The percentage of the minority work force as compared with the total work force in the immediate labor area. (See Manpower statistics for your area).
4. The general availability of minorities having requisite skills in the immediate labor area. (See Manpower statistics for your area).

- O V E R -

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company WasteManagement of Fort Wayne, a division of Indiana Waste Systems, Inc.
 Address 2220 Bremer Road City Fort Wayne
 Zip 46803 Phone 219-749-9689

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

George Auwema

Vice-President

PLEASE PRINT

Title

Date 5-23-88

Signature George Auwema

1. Does your firm have a written Affirmative Action Program? X Yes No
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes No
3. Current number of employees 75
 Number of employees as of October 1987 72 January 1988 74 April 1988 75
 and July 1988 75

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
Officials & Managers	27-35K	2
Sales Workers	20K	4
Office & Clerical	15k	6
Operatives	avg 9.00 @hr	63

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
2								
4								
	5		1					
46	1	16						

Handicapped: Yes X No

List Number

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

- Over -

WasteManagement of Fort Wayne, **AFFIRMATIVE ACTION/CONTRACT COMPLIANCE**

Michael Stemen

Name of Contractor or Supplier

Michael Stemen 5-24-88

(Person Fillin Out This Form And Date)

[illegible]

EXHIBIT "E"

FORM 96

ADDENDUM I

CITY OF FORT WAYNE, INDIANA
CONTRACT FOR GARBAGE PICK-UP SERVICE
ZONE 4

May 19, 1988

1.) The availability of more recent data requires the following revision of EXHIBIT "A":

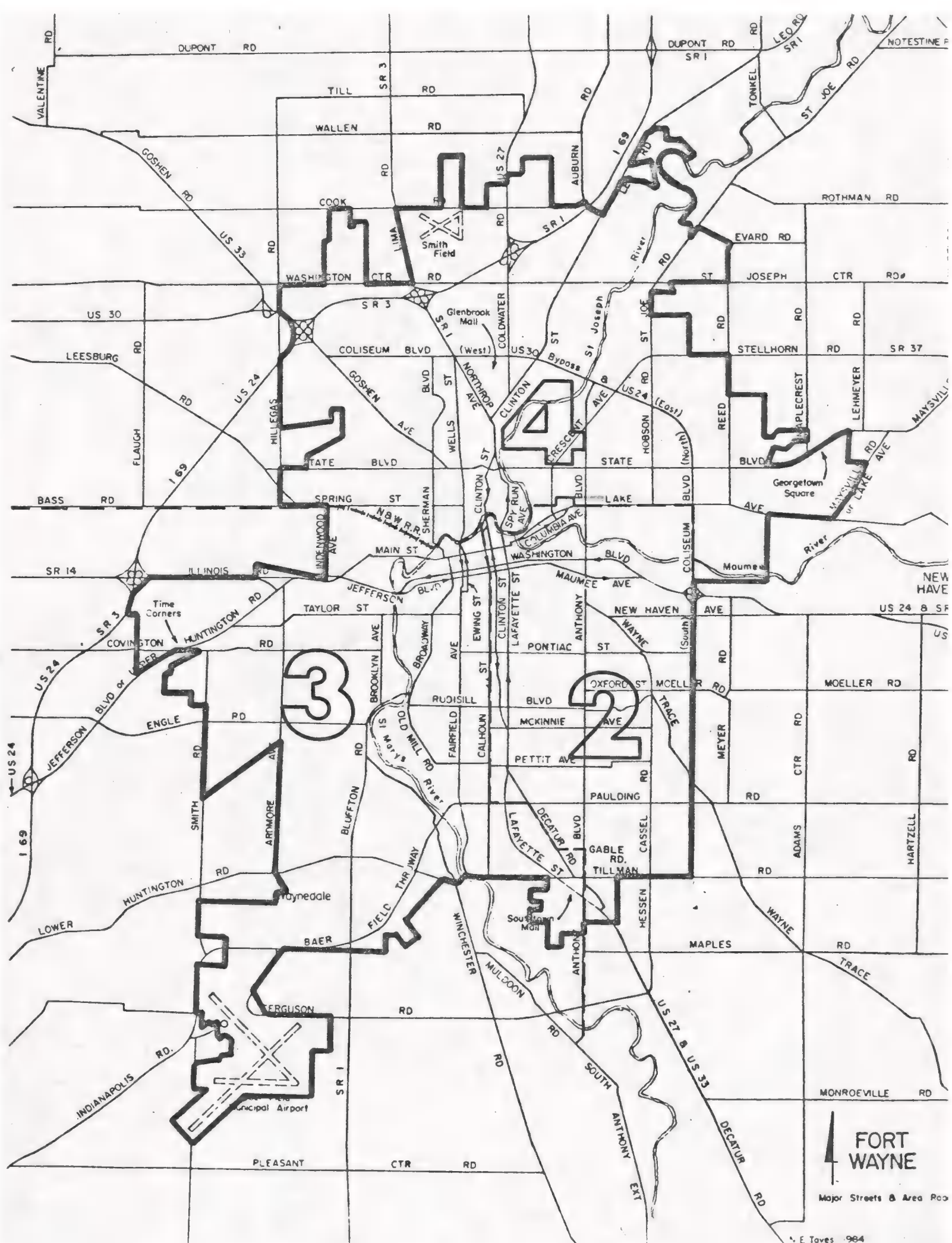
Number of Single Family Duplex and Mobile Home Structures
Total Structures: 18,343

Number of Multi-Family Units (Three units per dwelling and over) Total Units: 2,929

(Please note Page 5 of the bid specifications: "The figures as presented in Exhibit "A" are estimates of the number of dwellings. The City is not responsible for these figures and shall not be held liable for them.")

2.) A slight correction is required to the map included as EXHIBIT "B". The correction, marked in RED, is indicated on the attached map.

George Kuwama



Waste Management of Fort Wayne
2220 Bremer Road
Fort Wayne, Indiana 46803
219/749-9689



A Waste Management Company

1988

SCOOTERS IN SERVICE

<u>Serial #</u>	<u>Unit #</u>	<u>Body #</u>	<u>Plate #</u>
1CUMH218XBL001202	#110	549885	71743 X
1CUMH218oBL000818	#112	438222	71742 X
1CUMH2229FL001076	#115	581944	71490 X
1CUMH2225FL001074	#118	581771	71489 X
1CUMH2220FL001077	#119	581946	71488 X
1CUMH2227FL001075	#121	581978	71482 X
1CUMH2186EL004120	#122	569158	71470 X
1CUMH2183EL004124	#123	569853	71469 X
1CUMH2189EL004127	#124	569852	71468 X
1CUMH2187EL004126	#125	569854	71467 X
1CUMH2188EL004118	#126	569189	71466 X

SERVICE TRUCKS

<u>Serial #</u>	<u>Unit #</u>	<u>Assigned</u>	<u>Plate #</u>
1FDPK74N3BV130716	#602	Cntr Delivery	8870 D
1FTFF2565BLA42725	#603	Jeff Bush	71483 X
16CBS14E6F2212493	#604	Les Bush	71484 X
1FTBR10A5FUB35781	#605	Shop Truck	71485 X
1FTCR10AXFUA26799	#606	Jim Lloyd	71486 X
1FDKF3714FKA49587	#607	Tire Truck	71487 X
16BB6D1F0FV218771	#608	Compactor/ Maint. Truck	11842 E



Waste Management, Inc.
3003 Butterfield Road • Oak Brook, Illinois 60521

WASTE MANAGEMENT, INC.
Equal Employment Opportunity
Affirmative Action Program

Statement of Policy

It has been and will continue to be the policy of Waste Management, Inc. that it shall be an equal opportunity employer. To assure full implementation of the policy, Waste Management, Inc. shall act affirmatively to assure that it will:

- a. Recruit, hire and promote for all job classifications without regard to race, creed, color, national origin, sex, religion, or age, except where sex is a bona fide occupational qualification.
 - b. Base decisions on employment solely upon an individual's qualifications and interest in the position being filled.
 - c. Make promotion decisions only on the individual's qualifications as related to the requirements of the position for which the employee is being considered without regard to race or sex.
-
- d. Insure that all other personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, company sponsored training, education, tuition assistance, social and recreation programs, will be administered without regard to race, creed, color, national origin, sex, religion, or age, except where sex is a bona fide occupational qualification.

In keeping with the above policy, Waste Management, Inc. will periodically conduct analyses of all personnel actions to insure equal opportunity.

Chairman of the Board and President



Waste Management, Inc.
3003 Butterfield Road • Oak Brook, Illinois 60521

May 20, 1988

Board of Public Works and Safety
City of Fort Wayne, Indiana
City County Building
One Main Street
Fort Wayne, Indiana 46802

Gentlemen:

This letter constitutes a guarantee by Waste Management, Inc. of the obligations incurred by its wholly owned subsidiary, Indiana Waste Systems, Inc., pursuant to and arising out of any contract or agreement relating to the collection and disposal of solid wastes for the City of Fort Wayne, Indiana.

Very truly yours,

WASTE MANAGEMENT, INC.

Jerome D. Girsch
Vice President and Controller

cp

05/19/88

* THIS CONTINUATION SHEET IS A PART OF INFORMATION ONLY AND CARRIES NO WEIGHT IN THE COMPETITIVE RATING. THE CONTINUATION DOES NOT SWEEP. IT MUST COMPLY WITH THE CONTINUED REQUIREMENTS AS SET FORTH BELOW.

CONTINENTAL CASUALTY COMPANY

Indiana Waste Systems, Inc.
2220 Bremer Road
Fort Wayne, IN 46803

2007

COMPANY

0-014271-9

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED UNDER ARTICLES 6 & 7 OF THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, WHICH ON CONDITION OF ANY CONTRACT OR OTHER DOCUMENTARY INSTRUMENT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

All Operations and the Equipment of the Insured

This is to certify that the policies of insurance described herein have been issued to the Insured for whom this certificate is executed and are in force at this time.

CRIMINAL ORDER

City of Fort Wayne
Board of Works
Room 920
City County Building
Fort Wayne, Indiana 46802

CANCELLATION

[illegible]

Michael Segal

ACORD 25-S-11/85

© NRI CORP CORPORATION 1984

QDID CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
05/19/88

PRODUCER

NEAR NORTH INSURANCE AGENCY
875 North Michigan, 23rd Floor
Chicago, IL 60611
CONTACT: MARY PATTISON
PHONE: (312) 280-5540

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **CONTINENTAL CASUALTY COMPANY**
COMPANY LETTER **B** **TRANSPORTATION INS. CO.**
COMPANY LETTER **C**
COMPANY LETTER **D**
COMPANY LETTER **E**

INSURED

Indiana Waste Systems, Inc.
2220 Bremer Road
Fort Wayne, IN 46803

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN; THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	GL001602936	1/01/88	1/01/89	GENERAL AGGREGATE	\$ 5000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ 5000
	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 5000
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$ 5000
	<input checked="" type="checkbox"/> PROD/COMP.				FIRE DAMAGE (ANY ONE FIRE)	\$ 2000
	<input checked="" type="checkbox"/> CONTRACTUAL				MEDICAL EXPENSE (ANY ONE PERSON)	\$
A	AUTOMOBILE LIABILITY	BUA001602938	1/01/88	1/01/89	TGL	\$ 5000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY PER PERSON	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY PER ACCIDENT	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	\$
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC001602934	1/01/88	1/01/89	STATUTORY	
					\$ 1000 (EACH ACCIDENT)	
					\$ 5000 (DISEASE-POLICY LIMIT)	
					\$ 1000 (DISEASE-EACH EMPLOYEE)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

All Operations and the Equipment of the Insured
This is to certify that the policies of insurance described above have been issued to the Insured for whom this certificate is executed and are in force at this time.

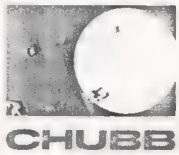
CERTIFICATE HOLDER

City of Fort Wayne
Board of Works
Room 920
City County Building
Fort Wayne, Indiana 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDAVOR TO~~ MAI ~~30~~ 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION ON~~ MAINTAINANCE OF POLICY UNDER EXISTING POLICY AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Michael Segal



CHUBB GROUP of Insurance Companies

15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

FEDERAL INSURANCE COMPANY

BID BOND

Bond No.

Amount \$ 40,000.00

Know All Men By These Presents,

That we,

INDIANA WASTE SYSTEMS, INC.
2220 Bremer Road
Fort Wayne, Indiana 46803

(hereinafter called the Principal),

as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of New Jersey, (hereinafter called the Surety), as Surety, are held and firmly bound unto

CITY OF FORT WAYNE
Room 920, City County Building
Fort Wayne, Indiana

(hereinafter called the Obligee),

in the sum of Forty-thousand and no/100-----Dollars
(\$ 40,000.00-----), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of May ,
A. D. nineteen hundred and eighty-eight

WHEREAS, the Principal has submitted a bid, dated May 25 , 19 88 ,
for collection of garbage and refuse for zone four (4) of the City of Fort Wayne.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

INDIANA WASTE SYSTEMS, INC.

Principal

By:

Herbert A. Getz, Secretary

FEDERAL INSURANCE COMPANY

By:

Karen E. Bogard, Attorney-in-Fact

POWER OF ATTORNEY

Know all Men by these Presents, That the **FEDERAL INSURANCE COMPANY**, 15 Mountain View Road, Warren, New Jersey, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint **Donald S. Haufe, Deborah J. Adams, Janet B. Heckinger, Jill Karls and Karen E. Bogard of Oak Brook, Illinois**-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations on behalf of

WASTE MANAGEMENT, INC. AND SUBSIDIARIES-----

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorneys-in-Fact in this Company's name and on its behalf as Surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 29th day of April 19 87

Corporate Seal



Richard D. O'Connor

Assistant Secretary

FEDERAL INSURANCE COMPANY

By

George McClellan

Assistant Vice-President

STATE OF NEW JERSEY
County of Somerset

} SS.

On this 29th day of April 19 87, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal



STATE OF NEW JERSEY
County of Somerset

} SS.

Acknowledged and Sworn to before me
on the date above written.

ALICE LEONARD

Notary Public

CERTIFICATION

NOTARY PUBLIC OF NEW JERSEY,

My Commission Expires June 28, 1988

I, the undersigned, Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and most recently amended March 11, 1983 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2 All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 19th day of May, 19 88

Corporate Seal



Assistant Secretary

ACKNOWLEDGMENT OF ANNEXED INSTRUMENT

STATE OF Illinois }
COUNTY OF DuPage } ss.:

On this 19th day of May 19 88, before me personally came _____

Karen E. Bogard who, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of the FEDERAL INSURANCE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he signed said Instrument as an Attorney-in-Fact of said Company by like authority.

*Acknowledged and Sworn to before me
on the date above written*

My Commission Expires



Tricia E. Radzus
(Notary Public)

Waste Management of Fort Wayne

2220 Bremer Road
Fort Wayne, Indiana 46803
(219) 749-9689



A Waste Management Company

Work Plan for Zone 4

WasteManagement of Fort Wayne, a division of Indiana Waste Systems, Inc. plans to perform the work using the same service that is currently being performed. A further detailed plan is outlined in the Form 96-A attached.

Port-O-Let

 a WMI Service

A Division of Indiana Waste Systems

MODULAIR

 a WMI Service

Waste Management of Fort Wayne
2220 Bremer Road
Fort Wayne, Indiana 46803
(219) 749-9689



A Waste Management Company

LIST OF OFFICERS & STOCKHOLDERS

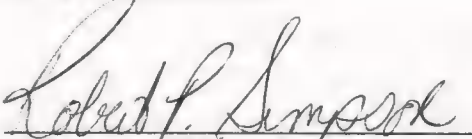
OWNING 10% OR MORE

There are no officers or stockholders owning 10% or more of Indiana Waste Systems, Inc. stock or Waste Management, Inc. stock.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

COUNTERSIGNATURE:

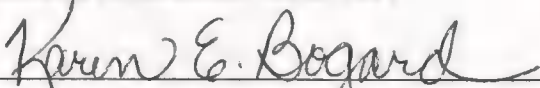

Robert P. Simpson
Indiana Resident Agent

WASTE MANAGEMENT OF FORT WAYNE, A DIVISION OF
INDIANA WASTE SYSTEMS, INC.

Principal

By: 
Gregory T. Sangalis, Assistant Secretary

FEDERAL INSURANCE COMPANY

By: 
Karen E. Bogard, Attorney-in-Fact

POWER OF ATTORNEY

Know all Men by these Presents, That the **FEDERAL INSURANCE COMPANY**, 15 Mountain View Road, Warren, New Jersey, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint **Donald S. Haufe, Deborah J. Adams, Janet B. Heckinger, Jill Karls and Karen E. Bogard of Oak Brook, Illinois**-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations on behalf of **WASTE MANAGEMENT, INC. AND SUBSIDIARIES**-----

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorneys-in-Fact in this Company's name and on its behalf as Surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this **29th** day of **April** 19 **87**

Corporate Seal



Richard D. O'Connor

Assistant Secretary

FEDERAL INSURANCE COMPANY
By

George McClellan

Assistant Vice-President

STATE OF NEW JERSEY
County of Somerset

SS.

On this **29th** day of **April** 19 **87**, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal



STATE OF NEW JERSEY
County of Somerset

SS.

Acknowledged and Sworn to before me
on the date above written.

Alice Leonard

ALICE LEONARD

Notary Public

CERTIFICATION

NOTARY PUBLIC OF NEW JERSEY,
My Commission Expires June 28, 1988

I, the undersigned, Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and most recently amended March 11, 1983 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2 All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3 All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this **7th** day of **June** 19 **88**

Corporate Seal



S. Mabley
Assistant Secretary

ACKNOWLEDGMENT OF ANNEXED INSTRUMENT

STATE OF Illinois }
COUNTY OF DuPage } ss.:

On this 7th day of June 19 88, before me personally came

Karen E. Bogard who, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of the FEDERAL INSURANCE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he signed said Instrument as an Attorney-in-Fact of said Company by like authority.

*Acknowledged and Sworn to before me
on the date above written*

My Commission Expires



Tricia E. Radzus
(Notary Public)

Waste Management of Fort Wayne

2220 Bremer Road
Fort Wayne, Indiana 46803
(219) 749-9689



A Waste Management Company

May 24, 1988

To: City of Fort Wayne
Board of Works

Re: RECYCLING!

There is increasing interest in recycling shown by our city council and increased awareness of the general public's involvement in recycling. The time is approaching for Fort Wayne to join in with America and test the waters for a pilot recycling program. WasteManagement of Fort Wayne would be very interested in working with the City Council, The Board of Works, and Mayor Helmke in initiating a pilot test program in Zone 4.

Thank You,

Barry Pruitt
General Manager

Port-O-Let



A Division of Indiana Waste Systems

MODULAIR



M E M O R A N D U M

TO: BOARD OF PUBLIC WORKS AND SAFETY

FROM: Joe Adams, Compliance Officer *ja.*

RE: Garbage Contracts

DATE: May 25, 1988

* * * * *

Waste Management Systems, Incorporated, the apparent low bidder on the above referenced project, has met all Contract Compliance requirements. Therefore, we recommend they be awarded this contract. Please send the affirmative action plans and certifications of bidder/vendor to the Compliance Office.

cc: Charles Bailey
Tom Fox

NOTICE OF AWARD

TO: WASTE MANAGEMENT OF FORT WAYNE
2220 BREMER ROAD
FORT WAYNE, INDIANA 46803

PROJECT DESCRIPTION: Contract For Collection of Garbage
and Refuse for ZONE 4 (Northern Zone)

The OWNER has considered the BID submitted by you for the
above-described WORK, in response to its advertisement for
bids dated May 6 & 13, 1988.

You are hereby notified that your BID has been accepted for
items in the amount of: \$942,096.48 (Option #1)
\$4.28/unit (Option #2)
\$4.60/unit (Option #3)

You are required to furnish Contractor's Performance and
Guarantee Bond, Payment Bond and Certificate of Insurance
within ten (10) calendar days from the date of this notice to
you.

If you fail to execute said AGREEMENT and to furnish said
bonds within ten (10) days from the date of this NOTICE, said
OWNER will be entitled to consider all your rights arising
out of the OWNER'S acceptance of your BID as abandoned and as
a forfeiture of your BID BOND. The OWNER will be entitled to
such other rights as may be granted by law.

You are required to return an acknowledged copy of this
NOTICE OF AWARD to the OWNER.

Dated this 1st day of June, 1988

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF
AWARD is hereby acknowledged by:

Barry C. Pruitt

Title: GENERAL MANAGER

Compliance: _____

City of Fort Wayne
Board of Public
Works and Safety

Angela DeFries
Robert H. Hume
David L. Hume

City of Fort Wayne
Mayor P. H. Hume

Award Date: 6-1-88

Read the first time in full and on motion by Bell, seconded by Delmon, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 6-28-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by Delmon, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>				<u>✓</u>
<u>BURNS</u>	<u>✓</u>			
<u>GIAQUINTA</u>				<u>✓</u>
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>STIER</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 7-12-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 7-103-88
on the 12th day of July, 1988.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of July, 1988, at the hour of 11:00 o'clock _____ M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22nd day of July, 1988, at the hour of 2:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

CONTRACTORS BID FOR PUBLIC WORKS**PART I**(To be completed for all bids)
(Please type or print)

Date: 5-25-88

1. Governmental Unit: Board of Public Works and Safety, City of Fort Wayne

2. County: Allen

3. Bidder (Firm): WasteManagement of Fort Wayne, a division of Indiana Waste Systems, Inc.

Address: 2220 Bremer Road

City/State: Fort Wayne, Indiana 46803

4. Telephone Number: 219-749-9689

5. Agent of Bidder (If applicable): Not Applicable

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Fort Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of Propositions #1, #2, & #3. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

WasteManagement of Fort Wayne, a division
Dated at of Indiana waste Systems, Inc. this 23rd day of May, 1988
WasteManagement of Fort Wayne, a division
of Indiana Waste Systems, Inc.

(Name of Organization)

By George AuwemaGeorge Auwema-Vice-President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS:
COUNTY OF Allen)

George AuwemaVice-President

(Title)

being duly sworn, deposes and says that he is
of the above WasteManagement of Fort Wayne, a division and that the(Name of Organization) of Indiana Waste Systems, Inc.

statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 23 day of May, 1988Carol R. Shepherd

Notary Public

My Commission Expires: June 27, 1989County of Residence: Allen

ACCEPTANCE

The above bid is accepted this _____ day of _____, 19____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: Board of Public Works and Safety, City of Fort Wayne
Bidder (Firm): WasteManagement of Fort Wayne, a division of
Indiana Waste Systems, Inc.
Date: 5-25-88

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
*708,000	Municipal Residential	7-31-88	City of Fort Wayne

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
*708,000	Municipal Residential	7-31-88	City of Fort Wayne

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

General Motors Corp.

Dana Corporation

Fort Wayne community Schools

East Allen County Schools

City of Fort Wayne

*Estimated 6th year price

Waste Management of Fort Wayne
2220 Bremer Road
Fort Wayne, Indiana 46803
219/749-9689



A Waste Management Company

1988

TRUCK LISTING

Year		Unit #	Serial #	Plate #
Front-end Loaders				
1980	Mack 82' Universal	203	MR685S3794	950K
1984	Mack 84' Universal	204	IM2K127C1EM007181	951K
1984	Mack 84' Universal	205	IM2K127C3EM007182	952K
1985	White 85' Heil	206	IWXDCHBD2FND71408	953K
1985	White 85' Heil	207	INXDCHB00FN071407	954K
1985	White 85' Heil	208	INXDCHBD4FN071409	955K
1979	Mack 79' Dempster	209	MR685S1275	956K
1985	Mack 85' Heil	210	IM2K127C3FM008429	957K
1985	Mack 85' Heil	211	IM2K127C2FM008390	958K
1988	Mack 87' Heil	212	IM2K127CIJM011161	1676K
Rear-end Loaders				
1980	Mack 75' Leach	301	MR685S3811	959K
1980	Mack 80' Leach	308	MR5S1024	960K
1983	Mack 83' Dempster	313	IM2K127C4DM00617D	961K
1985	Mack 85' Leach	315	IM2K127C2FM008213	962K
1980	Mack 82' Leach	303	MR685S2234	963K
1980	Mack 82' Leach	304	MR685S2236	964K
1980	Mack 82' Leach	305	MR685S3360	965K
1985	Mack 85' E1 Industries	316	IM2K127C2FM008244	966K
1985	Mack 85' E1 Industries	317	IM2K127C7FM008224	967K
Rolloffs				
1978	IH 85' Galbreath	403	CF267HHA25144	968K
1978	IH 85' Galbreath	404	CF267HHA25122	969K
1978	IH 85' Galbreath	405	CF267HHA25184	970K
1978	Mack 85' Galbreath	406	OM685S34952	971K
1979	IH 85' Galbreath	407	CF267J6B22627	972K
1979	Mack 79' Dempster	408	DM685S41045	973K
1980	Mack 80' Dempster	409	DM685S45654	974K
1984	IH 84' Convertible	412	IHTZVL6R5EHA24132	975K
1984	IH 84' Convertible	413	IHTZVL6R2EHA24167	976K
1977	IH 77' Galbreath	414	D3117GGB22306	977K
1978	Hendrickson 78' Stepp	416	7813943	978K
1985	Mack 85' Galbreath	417	IM2B120C3FA056427	979K
1985	Mack 85' Galbreath	418	IM2B120CFXFA056425	980K
1986	Mack 86' Galbreath	419	IM2B120C5GA058777	981K
1987	Mack 87' Galbreath	420	IM2B120C3HA059217	982K
1987	Mack 87' Galbreath	421	IM2B120C1HA061130	983K
1987	Mack 87' Galbreath	422	IM2B120C7HA061133	984K

(continued on page 2)

TITLE OF ORDINANCE Contract for Garbage Service - Northern Zone, Zone 4DEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE Contract for Garbage Service - Northern Zone, Zone 4,Waste Management of Fort Wayne, Contractor✓ 88-06-27EFFECT OF PASSAGE Garbage Service - Northern Zone, Zone 4

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS)	Proposition No. 1	\$942,096.48
	No. 2	\$4.28
	Per Month, Per Unit	
	No. 3	\$4.60
	Per Month, Per Unit	

ASSIGNED TO COMMITTEE _____

BILL NO. S-88-06-27

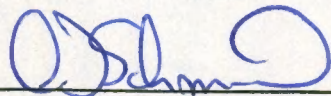
REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) ^{XXXXXXXXXX} (RESOLUTION) approving Contract
for Garbage Service - Northern Zone, Zone 4, between Waste
Management of Fort Wayne and the City of Fort Wayne, Indiana,
in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

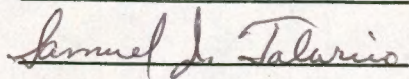
NO



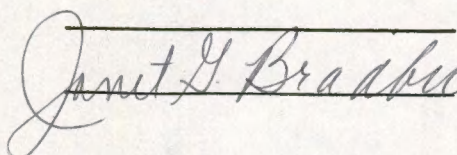
DONALD J. SCHMIDT
CHAIRMAN



CHARLES B. REDD
VICE CHAIRMAN



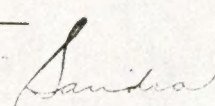
SAMUEL J. TALARICO



JAMES S. STIER

JANET G. BRADBURY

CONCURRED IN 7-12-88


Sandra E. Kennedy
City Clerk

